

Terms and Conditions

1. General

1.1 These terms and conditions ("**Terms and Conditions**"/"**Agreement**") apply to your access to and use of Brite AB's ("**Brite**") account information service (the "**Account Information Service**") and payment initiation service (the "**Payment Initiation Service**"). The Account Information Service and the Payment Initiation Service are collectively referred to below as the "**Services**".

1.2. By using our Services, you agree that you have read, understood and accepted these Terms and Conditions. If you do not agree to the Terms and Conditions, you must not use the Services.

1.3 You must be at least eighteen (18) years of age to use the Services.

1.4 The Terms and Conditions can be provided on paper, on request.

1.5 Brite is a Swedish limited company with a licence to provide payment services. Brite is under the supervision of the Swedish Financial Supervisory Authority. For more detailed information about the licences held by Brite, visit the Swedish Financial Supervisory Authority's website at www.fi.se.

2. About our services

Account Information Service

2.1. The Account Information Service allows you, as a consumer, to quickly and securely identify yourself and share financial information that may be required by banks, credit institutions and other similar businesses that carry out transactions or offer loans and credit.

2.2. To use the Account Information Service, you must review and carry out all the necessary steps in the process, such as authenticating yourself to your internet bank and selecting the account from which the information must be obtained.

2.3. The Account Information Service means that Brite, with your explicit consent, which you provide by accepting these Terms and Conditions, collects information about your payment accounts, transactions on those accounts and other financial information to the extent necessary to deliver the Account Information Service. That information may include your personal identity number, account number, contact information, monthly income and

expenses, payers and payees, overdraft facilities, loans and other transactions related to payment accounts. The information is collected and made available to the third party (the "Merchant") that you expressly consented to share your information with via the Account Information Service.

2.4 The time it takes to obtain the account information varies based on the time taken by your bank's/payment service provider's identification procedures and the amount of information to be collected.

The Payment Initiation Service

2.5 The Payment Initiation Service means that you can make payments from your bank/payment service provider to a Merchant, e.g. when you pay for a product or service. The Payment Initiation Service consists of a user interface between you, your bank/payment service provider, Brite and the Merchant. It is designed to enable you to make fast, secure payments in a user-friendly interface.

2.6 The Payment Initiation Service is offered and provided by Brite and not by your bank/payment service provider, via the Merchant you want to make a payment to.

2.7 You use the Payment Initiation Service when you want to make a payment by providing information about which of your accounts the payment should be made from according to Brite's instructions in the user interface. When the information has been gathered in, you give your explicit approval for the initiation of a payment through authenticating yourself and then your request for initiation of a payment is sent by Brite to your bank/payment service provider.

2.8 Brite forwards the information for carrying out the payment initiation via a user interface to a corresponding interface at your bank/payment service provider over a secure connection. All communications transmitted when using the Payment Initiation Service are encrypted and the user's log-in information is not stored by Brite, but is only forwarded to a corresponding interface at the selected bank/payment service provider.

2.9 If you approved the initiation of a payment on a banking day, that means that the initiation was received by Brite and approved by you on that day. If you approved the initiation on a day that is not a banking day, it will be considered to have been received by Brite and approved by you on the next banking day. "Banking day" means a day on which the payer's or the payee's bank is open so it is able to carry out a payment transaction. In either situation, you cannot revoke an initialisation of a payment once it has been approved by you.

2.10 You are liable for ensuring that the information you fill in to execute the payment initiation is correct and that you have sufficient funds to cover the transaction in the account selected. The time it takes to deliver the payment depends on the bank/payment service.

2.11 Payment initiation using log-in details, codes and similar will be considered to be carried out by the authorised user of the account.

2.12 If you have approved a payment initiation in accordance with the Terms and Conditions, Brite is liable for ensuring that the transaction is carried out.

If no payment initiation was carried out or was carried out defectively and those defects were caused by Brite, Brite is liable to you as a user. In such a case, Brite must refund the amount to you in an appropriate manner and without undue delay and restore the debited account to the position it would have been in had the defective transaction not taken place

Brite is liable to you for any fees caused by Brite and for any interest you must pay as a result of the fact that the payment transaction was not carried out or was carried out defectively.

2.13 If you suspect that a payment has been made without your approval, you are responsible for reporting it to the bank/payment service provider of the account from which the payment was made from as soon as possible from when you become aware of it, according to instructions from the bank/payment service provider. If you fail to do so, you may become liable for payment of the transaction in question. If, in the event of unauthorised transactions, you failed to notify your bank/payment service provider of unauthorised transactions as soon as possible from when you became aware of them or within thirteen (13) months from when the amount was charged to the account, you are liable for the full amount.

2.14 You may become liable for unauthorised transactions if they have been made due to that you have failed to protect the log-in details for your account and/or your technical equipment.

3. Permitted use

3.1 You are responsible for ensuring and you guarantee that:

- The Services will only be used in accordance with the Terms and Conditions and applicable law.
- You are entitled to use the log-in details in question and have obtained any necessary consent required to use the Services and in order for Brite to have the right to provide the Services to you.
- All reasonable steps have been taken to protect and manage log-in details so no unauthorised person can access them, such as by keeping usernames and passwords secret and, when using a security solution via a mobile device, making sure to use the mobile device's applicable safety features, e.g. a phone lock code.
- You will immediately notify Brite if you suspect unauthorised use of the Services described in paragraph 15.

3.2 In the event of misuse of the Services, you as a user are required to compensate Brite for any damage occurring in connection with misuse of the Services and/or in the event that you as a user are in breach of the Terms and Conditions.

4. Technical requirements

4.1 Your use of the Services requires you to be able to authenticate yourself using an acceptable authentication method.

4.2 It is your responsibility as a user to obtain, possess and maintain all equipment necessary to be able to use the Services such as a mobile phone, smart phone, tablet or other mobile device, computer, software, e-mail address, internet subscription, mobile subscription, text message function and any other equipment.

4.3 Brite is not liable for any faults in the Services caused by your failure to have the correct equipment, software, hardware and/or internet capacity. Brite reserves the right to change the technical requirements.

5. Termination of the Services

5.1 Brite is entitled to suspend you as a user and suspend the provision of the Services if you are in breach of the Terms and Conditions or use the Services in a way that may cause damage to Brite or a third party.

6. Expenses

6.1 The Services are free of charge for you as a user. However, you are liable for any costs associated with the use of the Services that you could incur from parties other than Brite, such as costs for data traffic or similar.

6.2 Purchases of goods, services, digital content or similar in connection with the use of the Payment Initiation Service will be governed by the Merchant's terms and conditions. It is therefore important that you also read the Merchant's terms and conditions. Brite is not liable for any act or failure to trade by the Merchant.

7. Updating of and changes to the Services

7.1 Brite is entitled to implement updates and new versions of the Services to the extent that Brite sees fit. Brite is also entitled to make changes to the Services or the way in which the Services are provided without issuing prior information.

8. Processing of personal data

8.1 Brite processes the user's personal data in accordance with data protection laws. More information on processing of personal data is available at http://assets.britepaymentgroup.com/terms/se/en/Privacy_Policy_200110.pdf.

9. Disclaimer

9.1 Unless it derives from imperative law, Brite is not liable to you as a user for direct or indirect losses or damages resulting from use of the Services. The limitation of liability also applies to any possible liability you may have for compensation to third parties.

9.2 Brite does not guarantee the availability of the Services. Brite cannot be held responsible for damage if the Services are down, if the Services do not function as intended or expected or if information in the Account Information Service is inaccurate.

9.3 Brite is not liable for any damage suffered by you due to enactment of laws, measures adopted by public authorities, acts of war, strikes, blockades, boycotts, lockouts or other similar circumstances. The reservation applying to strikes, blockades, boycotts or lockouts applies even if Brite itself is subject to or adopts any such conflict measure.

10. Know Your Customer

10.1 Brite is entitled to process data on the user and its payment transactions within the framework of applicable anti-money laundering legislation. Brite is entitled to block payment transactions or take other action regarding the transaction or the user if Brite is unable to comply with its obligations within the framework of applicable money laundering legislation and customer due diligence requirements.

11. Intellectual property rights

11.1. Brite, its suppliers and/or licensors own all rights, including intellectual property rights (including but not limited to trademarks, copyrights, designs, inventions, patents and source code and functions) to the Services.

11.2. The Terms and Conditions do not transfer any intellectual property from Brite to you and all rights, titles and interests relating to this type of right and property are the property of Brite.

12. Amendment of general terms and conditions

12.1 Brite may amend the Terms and Conditions whenever applicable laws and recommendations regarding the Services change. Brite announces amendments to the Terms and Conditions two (2) months before they take effect. Information on amended Terms and Conditions is published on Brite's website.

12.2 If you do not accept an amendment to the Terms and Conditions, you are entitled to give notice of termination of the Agreement with immediate effect before the amendment

takes effect. If you do not cancel the Agreement before the amendment takes effect, you will be considered to have approved the amendment.

13. Term of the agreement and notice of termination

13.1 The Terms and Conditions apply from the date you approve them until further notice for as long as you use the Services.

13.2 You have a right to give notice of termination of the Agreement with immediate effect at any time. Termination on your part takes place by ceasing all use of the Services. Brite may give notice of termination of the Agreement no later than two months in advance. In the event of a material breach of the Agreement, Brite is entitled to give notice of termination of the Agreement with immediate effect.

13.3 Brite is entitled to give notice of termination of the Agreement with immediate effect if you have intentionally used the Services for illegal purposes or provided inaccurate information when the use of the Services began and accurate information would have resulted in your not being permitted to use the Services.

14. Complaints

14.1 If you are dissatisfied with Brite's handling of a service, you can file your complaint and any claim for compensation with Brite by e-mail at support@britepaymentgroup.com as soon as you have noticed or there is good reason to consider that you should have noticed the event to which the complaint relates.

You can also consult the National Board for Consumer Complaints in Sweden at www.arn.se or at Allmänna reklamationsnämnden, Box 174, 101 23 Stockholm. A report to the National Board of Consumer Complaints must be issued in writing. Examination of the case by the National Board for Consumer Complaints is subject to certain limits in terms of value and time limits.

14.3 You also have a right to contact the EU on-line platform for resolution of disputes www.ec.europa.eu/odr/. Even if you use the on-line platform to file your dispute or your complaint with Brite, the matter will be sent to the National Board for Consumer Complaints for a decision. There is more information on on-line dispute resolution available at www.konsumenteuropa.se.

15. Applicable law

15.1 A dispute arising out of the Agreement must be settled before a general court applying Swedish law. A Swedish court must issue a judgment on any disputes, controversies or claims caused by or arising in connection with the relationship between you and Brite or the Terms and Conditions. You have a right to institute proceedings concerning a dispute and

defend yourself before the District Court in Sweden within whose jurisdiction you have your domicile or habitual residence.

16. Transfer

16.1 Brite is entitled to transfer its rights and obligations under the Terms and Conditions in the event of a novation from Brite.

17. Communication and information

17.1 You agree that all communication with Brite regarding the Services may take place electronically e.g. by e-mail. Brite's main languages for communication are Swedish and English.

17.2 Brite will provide information about the Services on a continuous basis via www.britepaymentgroup.com.

17.3 In the event of any suspicion of unauthorised use or security risks affecting the Services, Brite may contact you by a means other than as stated above if such is deemed appropriate in the individual case, e.g. by telephone or text message. Brite may then request information on whether you have carried out a particular transaction. Brite never requests information about your authentication method such as a personal code, log-in details or similar.

17.4 For questions regarding the Services or the Terms and Conditions, you can contact us by e-mail at support@britepaymentgroup.com or at Brite AB c/o No 18, Centralplan 15, 111 20 Stockholm.